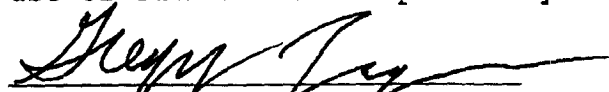


AMENDMENT FOUR
TO THE
LETTER OF AGREEMENT
BETWEEN
THE DEFENSE ENERGY SUPPORT CENTER
AND
THE TURKISH MINISTRY OF NATIONAL DEFENSE
FUEL SUPPLY & NATO POL FACILITIES OPERATING AGENCY
CONCERNING
THE USE OF
THE TURKISH NATO PIPELINE SYSTEM (TNPS)

I certify that this is a true and complete copy of the Amendment Four to the Letter of Agreement between Defense Energy Support Center and the Turkish Ministry of National Defense Fuel Supply & NATO POL Facilities Operating Agency concerning the use of Turkish NATO Pipeline System (TNPS).



Gregory Zagorin, Assistant Counsel
Defense Energy Support Center
August 29, 2008

AMENDMENT FOUR
TO THE
LETTER OF AGREEMENT
BETWEEN
THE DEFENSE ENERGY SUPPORT CENTER
AND
THE TURKISH MINISTRY OF NATIONAL DEFENSE
FUEL SUPPLY & NATO POL FACILITIES OPERATING AGENCY
CONCERNING
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THE TURKISH NATO PIPELINE SYSTEM (TNPS)

The following is Amendment Four to the "Letter of Agreement between the Defense Energy Support Center and the Turkish Ministry of National Defense Fuel Supply & NATO POL Facilities Operating Agency concerning the Use of the Turkish NATO Pipeline System (TNPS) (LOA)," dated December 31, 2004, as amended, is further amended as follows:

The following changes are made to the TNPS LOA.

1. Amend ARTICLE III, RESPONSIBILITIES, as follows:

a. Delete Paragraph 3.1.6. and replace it with the following:

"3.1.6. Procure replacement filter elements and associated parts supporting DESC truck loading operations at the Adana COCO Fuel Depot, and reimburse MOD-ANT for the service costs to replace the elements and to maintain the filter units."

b. Delete Paragraph 3.1.7. and replace it with the following:

"Reimburse MOD-ANT for replacement filter elements and parts associated with the filter separator units that support DESC truck loading operations. This option will be mutually agreed to in advance and used as a secondary means to procure filter elements and parts."

c. Delete Paragraph 3.2.5. and replace it with the following:

"3.2.5. Operate and service the truck loading filter separator units at the Adana COCO Fuel Depot. MOD shall immediately notify DESC when replacement filter elements and associated parts need to be procured. Replacement filters will be maintained in accordance with NATO STANAG 3609, Standards for Maintenance of Fixed Aviation Fuel Receipt, Storage, and Dispensing Systems."

d. Delete Paragraph 3.2.6. and replace it with the following:

"3.2.6. Maintain on site at least four (4) complete replacement sets of filter elements and associated parts for each of the two filter separator units."

2. Amend ARTICLE IV, OPERATION AND FINANCE, as follows:

a. Delete Paragraph 4.1.1.1. and replace with the following:

"4.1.1.1. Storage. DESC shall be allocated up to 500,000 barrels or (79,500 cubic meters (m3)) of JP8 storage capacity in the TNPS as part of the Banking System. DESC storage allocation may be increased as mutually agreed, in writing in support of operational requirements. DESC shall pay a fixed storage price per barrel as referenced in ANNEX E."

b. Delete Paragraph 4.1.1.2. and replace with the following:

4.1.1.2. Throughput. DESC shall pay a fixed price of \$0.47 U.S. dollars per barrel for the import of up to 4,300,000 barrels or (683,700 cubic meters (m3)) of F34 per calendar year, as referenced in ANNEX E."

3. Amend ANNEX C, STOCK MANAGEMENT, as follows:

a. Delete Paragraph C.5. and replace it with the following:

"C.5. Handling Fee: DESC and MOD-ANT shall perform an annual reconciliation of all DESC-owned product delivered into the TNPS banking system. During the annual reconciliation, MOD-ANT will exclude all DESC RIK fuel issues made to the Turkish Armed Forces for the calendar year being reconciled and settled. The total quantity of RIK fuel issued to the Turkish Armed Forces will be subtracted from the total DESC fuel quantity delivered into the TNPS for the year being reconciled. The remaining balance will be subject to the MOD-ANT handling fee."

4. Amend ANNEX D, POINTS OF ENTRY/DELIVERY POINTS, as follows:

a. Delete Paragraph D.1.1. and replace it with the following:

"D.1.1. MOD-ANT shall allow DESC to deliver up to two (2) tankers per month into the Mersin NATO Depot or any other approved MOD-ANT ingress point in order for DESC to maintain up to 500,000 barrels of inventory in the TNPS. DESC shall schedule resupply based on projected ullage. MOD-ANT may approve DESC requests to deliver more than two (2) tankers per month to support operational requirements. MOD-ANT shall ensure customs approvals are processed in time to accommodate DESC tanker deliveries."

5. Amend ANNEX E, STATEMENT OF PRICES, as follows:

a. Delete Paragraph E.1.1. and replace it with the following:

"E.1.1. Storage. DESC shall pay \$1.34 U.S. dollars per barrel, per year, for 500,000 barrels (or 79,500 cubic meters (m3)) and for any fuel that exceeds the storage allocation based on pre-approval by MOD-ANT. DESC shall pay the MOD-ANT for storage on a semi-annual basis not later than 30 days after receipt of a valid invoice from MOD-ANT following the budget cycle. The invoice will apply to all DESC-owned fuel delivered into the TNPS as part of the Banking System (one barrel equals forty-two U.S. gallons)."

b. Delete paragraphs E.1.2.1., E.1.2.2., E.1.2.2.1., E.1.2.2.2., E.1.2.2.3., and E.1.2.2.4., and replace them with the following:

"E.1.2.1. Into Incirlik Air Base by pipeline from Adana NATO-\$47 U.S. dollars per barrel. This price is effective for the period of January 1, 2008 through December 31, 2008."

"E.1.2.2. Into Tank Truck at the following locations:

E.1.2.2.1. Adana COCO-\$2.90 U.S. dollars per barrel. This price will remain the same for two years (calendar year 2007-2008). This price will be effective January 1, 2007 through December 31, 2008.

E.1.2.2.2. Elazig COCO-\$5.99 U.S. dollars per barrel

E.1.2.2.3. Diyarbakir-\$6.44 U.S. dollars per barrel

E.1.2.2.4. Batman-\$8.52 U.S. dollars per barrel"

c. Delete Paragraph E.2. and replace it with the following:

"E.2. In the event MOD-ANT approves DESC to discharge product by tanker at an alternate MOD-ANT port facility (as a means for DESC to maintain up to 500,000 barrels of inventory in the TNPS), MOD-ANT shall provide DESC with a gallon-for-gallon offset in the Eastern leg of the TNPS at no additional cost to DESC."

6. All other provisions of the TNPS LOA and Amendment One, Amendment Two, and Amendment Three to the TNPS LOA, will remain in effect.

This Amendment Four to the "Letter of Agreement Between the Defense Energy Support Center and the Turkish Ministry of National Defense Fuel Supply & NATO POL Facilities Operating Agency Concerning the Use of the Turkish NATO Pipeline System (TNPS)" shall enter into effect upon the signature of both Parties.

In witness thereof, the undersigned, being duly authorized by their Governments, have signed this Amendment.

**FOR THE
U.S. DEPARTMENT OF DEFENSE**

**FOR THE
TURKISH MINISTRY OF NATIONAL
DEFENSE**

**AS REPRESENTED BY
DEFENSE ENERGY SUPPORT CENTER**

**AS REPRESENTED BY
THE FUEL SUPPLY & NATO POL
FACILITIES OPERATING AGENCY**

SIGN: _____

KIM J HUNTLEY
Director
Defense Energy Support Center

SIGN: _____

Acting Director ANT

DATE: JUL 11 2008

DATE: JUL 17 2008

PLACE: Fort Belvoir, Virginia USA

PLACE: ANKARA - TURKEY